

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING
AGENDA

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

December 12, 2023
Immediately Following Regular Meeting

Any materials required by law to be made available to the public prior to a meeting of the Board of Trustees of the District can be inspected at the following address during normal business hours: Lakeside Union School District Office, 14535 Old River Road, Bakersfield, CA 93311.

1. CALL TO ORDER, ROLL CALL

BOARD OF TRUSTEES: ___ Mario Buoni(MB) ___ Alan Banducci(AB)
 ___ Tamara Jones(TJ) ___ Russell Robertson(RR)
 ___ Darin Buoni(DB)

2. DISCUSSION OR ACTION ITEMS

A. Budget and Finance

- (1) Approval of Speech-Language Pathology Services Agreement with Telespeech Therapy, Inc.

Moved _____ Seconded _____ Roll Call Vote:MB ___ AB ___ TJ ___ RR ___ DB ___
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

- (2) Approval of Amendment to Independent Contractor Agreement for Special Services with the Boys and Girls Club.

Moved _____ Seconded _____ Roll Call Vote:MB ___ AB ___ TJ ___ RR ___ DB ___
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

3. ADJOURNMENT

Time: _____

Moved _____ Seconded _____ Roll Call Vote:MB ___ AB ___ TJ ___ RR ___ DB ___
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

For information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation to participate in the public meeting, please contact Ty Bryson, District Superintendent.

SPEECH-LANGUAGE PATHOLOGY SERVICES AGREEMENT

This Speech-Language Pathology Services Agreement (this "Agreement") is made and entered into as of December 6, 2023, by and between the Lakeside Union School District ("School"), and Telespeech Therapy, Inc, a California corporation ("Contractor").

RECITALS

- A. School operates one or more facilities for the education of children;
- B. School is required by applicable federal and state laws and regulations, as applicable, to provide speech-language pathology services to its students so requiring such services;
- C. School requires one or more professional speech-language pathologists licensed in by the State of California to provide professional speech-language pathology services to one or more of its students;
- D. Contractor is a professional corporation duly organized and qualified to practice speech-language pathology under the laws of the State of California;
- E. Contractor employs or contracts with speech-language pathologists who are duly qualified and licensed to provide speech-language pathology services in the State of California;
- F. School and Contractor desire to enter into an agreement wherein Contractor is the exclusive provider of outsourced speech-language pathology services to School, for the benefit of School and its students, either to provide speech-language pathology services to School exclusively or to supplement the services of the speech-language pathologists working for School as employees;
- G. The parties desire to enter into this Agreement in order to provide a full statement of their respective duties and responsibilities in connection with the provision of speech-language pathology services during the term described in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Engagement, Exclusivity, Schedule, and Staffing.

1.1 Engagement. School hereby engages Contractor and Contractor hereby accepts such engagement to provide the services set forth herein (the "Services") in accordance with the terms and conditions of this Agreement.

1.2 Exclusivity of Services. Contractor, through its contracted speech-language pathologists, shall have the sole and exclusive right and obligation to provide the Services at to students of School as an outsourced independent contractor, either to provide speech-language pathology services to School exclusively or to supplement the services of the speech-language pathologists working for School as employees.

1.3 Licensed and Credentialed Professionals.

1.3.1 One or more dedicated speech-language pathologists reasonably satisfactory to School shall be assigned to School by Contractor. Accordingly, Contractor shall select the speech-language pathologist(s) that Contractor may assign to School to fulfill its obligations hereunder and to provide the Services. The names of the credentialed speech-language pathologist(s) who have been selected by Contractor to provide the Services shall appear on Exhibit A, which is attached hereto and by this reference incorporated herein. The Exhibit A may be amended from time to time in the event of additions to or deletions from the list of approved speech-language pathologists; provided, however, (i) such individuals are subject to the credentialing procedures of the School; (ii) School reserves the right, in its discretion, to approve or reject one or more of such speech-language pathologists; In addition, to accommodate Contractor and School scheduling issues such as emergencies and illnesses, Contractor may substitute, for periods of short duration only, speech-language pathologists licensed to practice in the State of California who are not otherwise listed in the Exhibit A when possible in preference to cancellation of appointments with students.

1.3.2 During any term hereof, if any speech-language pathologist identified on Exhibit A hereto engages in conduct which, in the discretion of School, fails to meet acceptable standards of ethics, School shall notify Contractor who shall immediately remove and, as commercially practicable as possible replace.

1.4 Appointment of School Facilitator. School shall appoint two (2) employees of School for each location in which School operates an educational facility utilizing the Services, to act as facilitators for speech-language pathology programs. These facilitators should work together, and cover each other's absences, to ensure all individual education plan documents, legal documents, case management documents, and other documents related to the provision of the Services are printed, signed, and delivered to the appropriate parties. Facilitators shall also be familiar with the technology required for students to interact with speech-language pathologists, including operating the computer hardware and software required.

1.5 Schedule of Services; Staffing.

1.5.1 Contractor shall cause speech-language pathologists to be available to applicable students via scheduled teleconferences. Such a schedule will be developed through the cooperation of School and its facilitators and Company and its speech-language pathologists, as may be amended periodically.

1.5.2 Credentialing. The speech-language pathologists providing Services shall at all times during each term hereof be duly licensed by the California Board of Speech-Language Pathology & Audiology & Hearing Aid Dispensers Board or Credential by the California Department of Education.

1.6 Onboarding Meeting. The unsigned estimates provided in Exhibit A and Exhibit B shall not be deemed final or binding against Contractor until an onboarding meeting between authorized representatives of Contractor and authorized representatives of School meet, agree upon, and reduce to writing the terms of both Exhibit A and Exhibit B to this Agreement, and Exhibit A and Exhibit B are executed by such authorized representatives. The onboarding meeting shall require and provide sufficient information gathering necessary for Contractor to provide the Services, including without limitations, (i) the identity of the school site administrator for each School site; (ii) lists and contact information of service providers and teachers, including email addresses, telephone numbers, and room numbers; (iii) IEP procedures including names and contact information of relevant staff; (iv) bell schedules; (v) a final copy of the school calendar for the academic year for each School site; (vi) access to relevant information for case management housed in the documentation or case

management system; (vii) contact information for tele helpers for each School site; (viii) school hours for each School site (whether or not IEPs or special circumstances might require Contractor to provide the Services past contracted hours); (ix) start and end dates for provision of the Services; and (x) agreement regarding site specific expectations for inclusion in Exhibit B. Nothing in Exhibit A or Exhibit B shall be binding, nor shall Contractor have any obligation to provide any of the Services under this Agreement, until both Exhibit A and Exhibit B are fully executed by authorized representatives of both Contractor and School. No change in expectations or delivery of the Services as set forth in the fully executed versions of Exhibit A and/or Exhibit B shall be deemed enforceable unless and until such changes are set forth in one or more amendments to Exhibit A and/or Exhibit B are set forth in a writing executed by authorized representatives of both Contractor and School.

2. School's Responsibilities.

2.1 Space. Contractor will perform services remotely, thus there is no requirement for School to make available for use by Contractor any space for Contractor to establish offices or other dedicated space. School shall make available for the use during the term of this Agreement such space which School, in consultation with Contractor, deems reasonably necessary for students to receive provision of the Services from Contractor.

2.2 Furniture, Fixtures and Equipment.

2.2.1 School, in consultation with Contractor, shall provide within the space described in Paragraph 2.1 of this Agreement, such furniture, fixtures and equipment as are reasonably necessary for the provision of the Services. Such equipment to be provided by School shall at a minimum include a high-speed internet service (a broadband modem is recommended) and latest version of Google Chrome, and a phone. For so long as such specific location of School is contracted to Contractor for the provision of thirty (30) or more hours per week during the term of this Agreement, Contractor shall supply the computer equipment, including without limitation, the computer, monitor, keyboard, mouse, headset or microphone and speakers, and webcam. School shall be responsible for maintaining the equipment supplied by Contractor per Paragraph 2.2.2 and shall return the computer equipment in the same condition

in which it was delivered at the end of the term of this Agreement.

2.2.2 School shall maintain the equipment described in Paragraph 2.2.1 in good working order and repair and shall be responsible for the inspection of such equipment. Contractor will promptly advise facilitators appointed by School of any need for repairs, upgrades, maintenance, or replacement of the equipment whenever Contractor knows or detects such a need.

2.3 Individual Service Agreements. School shall provide an individual service agreement ("ISA") for each student of School receiving the Services. To the extent that School does not provide an ISA for one or more students, Contractor shall be notified in writing of all additions and deletions of students for the Services, and such additions and deletions shall not exceed the estimated demand outlined in Exhibit A without the prior, written authorization of Contractor executed by an authorized representative of Contractor. Without regard to the estimated demand outlined in Exhibit A, Contractor shall have no obligation to provide the Services to any student without School meeting the requirements of this Section 2.3 and all other terms and conditions of this Agreement and Exhibit A and Exhibit B hereto.

2.4 School Documentation System Training. School shall be responsible for the provision of training the each professional providing the Services on behalf of Contractor in the use of the online documentation system chosen by School as needed prior to the start date for the provision of the Services on behalf of Contractor or within two (2) weeks of a personnel change of the professional providing the Services on behalf of Contractor.

3. Contractor's Responsibilities.

3.1 Professional Services. Contractor shall provide speech-language pathologists to provide the Services as required by School's eligible students in accordance with Contractor's California Speech-Language Pathology License. Contractor, through its speech-language pathologists, shall perform accepted procedures that are commonly recognized and used by speech-language pathologists licensed in the State of California. Contractor shall provide the Services in accordance with the Contractor Confirmation Letter attached hereto as Exhibit A and herein incorporated by this reference, and shall comply with all applicable laws and regulations as well as the policies and procedures of School as specified by School

and likewise incorporated into Exhibit A.

3.2 Availability of Professionals. Contractor will make available to School the Services in such numbers and at such times as are necessary to meet the volume demands set forth by School in Exhibit A in a ratio of not more than one speech-language pathologist per five students at a time during School's hours of operation. Contractor will use commercially reasonable best efforts to provide the Services in excess of the volume demands set forth by School in Exhibit A.

3.3 Qualifications of Professionals. Contractor shall ensure that all speech-language pathologists providing Services hereunder shall at all times during each term hereof be duly licensed or credentialed in the State of California as a speech-language pathologist. Contractor shall, upon request, furnish to School documentation sufficient in the discretion of School to show compliance with such qualification. Contractor shall also ensure that all speech-language pathologists providing Services hereunder shall have completed a Department of Justice criminal history clearance, including fingerprinting, as required by California Education Code § 44237, have proof of the absence of Tuberculosis as required by California Health and Safety Code §§ 121525-121555 and have completed behavior training in accordance with AB 1172.

3.4 Records.

3.4.1. Contractor-Provided Documentation System. When Contractor is using a Contractor-provided and managed documentation system, Contractor shall ensure that complete, legible, and timely records are kept for all Services performed in connection with this Agreement and make those records available to School for inspection within three (3) business days; provided, however, that all such records and inspections shall be compliant with FERPA, HIPAA and other applicable laws and regulations. All such records shall belong to Contractor and be maintained by Contractor as required by applicable law.

3.4.2. School-Provided Documentation System. When Contractor is using a School-provided and managed documentation system, Contractor shall ensure that its entries into such documentation system are complete, legible, and timely for all Services performed in connection with this Agreement; provided, however, that School shall be responsible for ensuring the quality of such records

and notify Contractor with regard to any FERPA, HIPAA, or other compliance concerns. Contractor shall have no obligations or liability with regard to the storage, access, and/or maintenance of such records, as Contractor shall not have control over the documentation system. All such records shall be maintained by School as required by applicable law.

3.5 Reporting. Contractor shall report all accidents or incidents, incidents of child or adult abuse, missing children, attendance, student information, and billing information as required by this Agreement, under applicable law, and/or professional ethical mandates. Student attendance shall be reported in accordance with California Education Code § 46307 on the billing invoices submitted to School by Contractor.

3.6 School Documentation Systems. Contractor shall document the provision of its services in the online system chosen by School; provided, however, that the specifics of format for documentation are consistent with the terms agreed upon in Exhibit B of this Agreement.

4. Independent Contractor.

4.1 Contractor's Independent Status. In the performance of the Services under this Agreement, it is mutually understood and agreed that, with respect to School, Contractor and the speech-language pathologists are at all times acting and performing as independent contractors providing professional services; that School shall neither have nor exercise any control or direction over the methods by which Contractor or any speech-language pathologist shall perform their work and functions, except that they are expected to perform their work and functions at all times in accordance with the currently approved methods and practices of speech-language pathology; and that the sole interest of School is that Contractor's obligations under this Agreement are performed and rendered in a competent, efficient and satisfactory manner in accordance with all professional standards, applicable laws, and applicable regulations. It is expressly agreed by the parties hereto that no work, act, commission or omission of Contractor or any speech-language pathologist shall be construed to make or render Contractor or any speech-language pathologist the partner, agent, or employee of School. Contractor shall pay or procure all appropriate salary, compensation, benefits, payroll taxes, required insurance, workers' compensation insurance and similar

items to or for all its employees and contractors, and shall indemnify and hold School harmless from and against all liability and costs (and attorneys' fees and other costs of defending against the same) arising from any claim relating to such liability and costs.

5. Charges for Professional Services.

5.1 Billing for Professional Services. Contractor shall have the sole and exclusive right to charge School for professional services rendered by Contractor's speech-language pathologists pursuant to this Agreement ("Professional Fees") and to retain all monies received therefrom. Professional Fees so charged, billed and collected shall constitute full payment for all Services rendered by Contractor at School pursuant to this Agreement. School shall solely pay all Professional Fees to Contractor. School shall not discuss Professional Fees, pay Professional Fees or any other form of compensation, or discuss employment or direct contracting with any of Contractor's speech-language pathologists. School shall notify Contractor immediately if any of Contractor's speech-language pathologists attempts to discuss Professional Fees or any other form of compensation with School or employment or direct contracting with School.

5.2 Professional Charges Schedule. In order to provide services on a competitive basis, Contractor acknowledges that it must charge fees that are competitive with those offered at other facilities in the region that offer the same or similar services. To that end, Contractor's fee schedule for professional services rendered by the speech-language pathologists is set forth on Exhibit A and shall be subject to amendment by Contractor whenever Exhibit A is amended or a new Exhibit A for a new school year is signed by the parties. All hours billed shall be in increments of one-quarter hour.

5.3 Administration Fees. School agrees to pay Contractor fees for Contractor's administration of the Services provided at the rate set forth on Exhibit A ("Administration Fees").

5.4 Payment for Missed Appointments. School agrees to pay for all appointments set for a student of School that are missed by the student so long as Services were available and offered by Contractor.

5.5 Volume Demand and Weekly Hours Estimate. Contractor requires School to

specify its volume demand on Exhibit A to ensure Contractor is capable of supplying the weekly hours estimate for Services required by School. Contractor shall engage speech-language pathologists based upon the volume demand specified by School on Exhibit A in accordance with the weekly hours estimate, to which estimate shall be added a period of one week prior and one week following those start and end dates for direct services to prepare and finalize the caseload for the Services. School agrees to not to exceed the volume demand and to pay Professional Fees and Administration Fees thereon outlined in Exhibit A. The volume demand and fees are not to exceed nor be less than those estimated on Exhibit A without prior written permission from the School and Contractor. In lieu of weekly estimates, School may specify to Contractor in advance blocks of time longer than one week in which no weekly hours will be required from Contractor (e.g., winter break, summer break). Standard school hours will be agreed upon between Contractor and School during that certain onboarding meeting required under Section 1.6 of this Agreement, and any time required outside those hours shall be billed by Contractor, and paid by School, at a rate of one hundred fifty percent (150%) of the hourly rate otherwise billable, rounded up to the next quarter hour.

5.6 Payment Terms. All payments to Contractor by School under this Agreement shall be due on NET 30 terms. Should any amounts due hereunder not be paid within thirty (30) days after date of invoice, School agrees to pay a late charge at the rate of ten percent (10%) per month up to the highest rate allowed by applicable law on the unpaid amounts for each month subsequent to the due date that such amounts remain unpaid. School shall have no right to withhold payments invoiced by Contractor that are not disputed by School.

6. Term.

6.1 Term. The initial term of this Agreement shall be for a period commencing on January 8, 2024 and ending June 7, 2024. This Agreement will automatically renew for subsequent school years unless terminated in writing by either party at least ninety (90) days prior to the end of the initial term or any subsequent renewal term. If agreed by the parties hereto not later than April 30th of any school year, Contractor is available to provide services for the extended school year into summer school.

6.2 Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written consent of the parties.

6.3 Termination for Cause. Either party may terminate this Agreement at any time if the other party defaults in the performance of any material term or condition of this Agreement and the Exhibits attached hereto and such default continues for a period of thirty (30) days after written notice of the default.

6.4 Immediate Termination by School. School shall have the right to terminate this Agreement immediately upon the (i) termination, suspension, or non-renewal of Contractor's license to practice speech-language pathology in the State of California; or (ii) termination, suspension, or non-renewal of a speech-language pathologist supplied by Contractor unless such speech-language pathologist is immediately removed by Contractor from providing any Services at School;

6.5 Immediate Termination by Contractor. Contractor shall have the right to terminate this Agreement immediately upon School failing to pay any invoice within ninety (90) days of the date of invoice.

6.6 Effect of Termination. Other than a termination under Paragraph 6.1 or 6.4 of this Agreement, any termination shall immediately cause a kill fee of fifty percent (50%) of the estimated value of the contract remaining based upon the hourly rate Professional Fees and volume demand set forth by School on Exhibit A.

7. Insurance and Indemnity.

7.1 Contractor's Insurance. Contractor shall, at its sole cost and expense, procure, keep and maintain, throughout the term of this Agreement, professional liability insurance coverage on Contractor (and shall ensure each of Contractor's speech-language pathologist has professional liability insurance coverage) with at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate policy limits. This professional liability insurance shall cover all of the Services provided by Contractor and its speech-language pathologists to students of School.

7.2 Responsibility for Own Acts. Except as otherwise provided in this Agreement, each party shall be responsible for its own acts and omissions and any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may

result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by either party, their employees, agents or assigns, in the performance or omission of any act or responsibility of either party under this Agreement.

8. Non-Solicitation.

8.1 Non-Solicitation of Contractor's Speech-Language Pathologists. School agrees that during the term of the Agreement and for a period of three (3) years thereafter, Company shall not, without the prior written consent of the Contractor, solicit, employ, or have any speech-language pathologist that is then currently, or during the term of this Agreement was, contracted with the Contractor perform Services for School performed services that are similar to Services. School agrees to notify Contractor immediately if an offer of employment is made to a speech-language pathologist that is then currently, or during the term of this Agreement was, contracted with the Contractor. School acknowledges and agrees that Contractor is entitled to the placement fee described in Paragraph 8.1 of this Agreement for each speech-language pathologist of Contractor that accepts an offer of employment from School during the term of this Agreement and for a period of three (3) years thereafter.

8.2 Placement Fee. For each speech-language pathologist hired by School that is then currently, or during the term of this Agreement was, contracted with the Contractor to perform Services for School, School shall pay to the Contractor a fee equal to one hundred twenty-five percent (125%) of the fee (i) Contractor would have earned in respect of such services if such services had been provided pursuant to the terms of this Agreement; or (ii) the Contractor would have earned in respect of such employee had Company not hired such employee.

9. Confidentiality.

9.1 Information. Neither Contractor, nor any speech-language pathologist, shall disclose confidential information relating to the business, affairs or operations of School to any person without first obtaining written consent from School's administration, except to the extent such disclosure is necessary to (i) properly discharge the functions and responsibilities required by this Agreement; or (ii) comply with a court order, law or regulation. Neither School, nor any of its

employees or contractors shall disclose confidential information relating to the business, affairs or operations of Contractor to any person without first obtaining written consent from Contractor, except to the extent such disclosure is necessary to (i) properly discharge the functions and responsibilities required by this Agreement; or (ii) comply with a court order, law or regulation.

9.2 Terms of Agreement. Except as required by law or court order or to properly discharge the functions and responsibilities required by this Agreement, the parties agree to keep strictly confidential the terms of this Agreement and further agree to so bind their respective officers, employees and agents hereto, except that any party shall be permitted to disclose such terms to their accountants and legal or financial advisors.

10. Miscellaneous.

10.1 Notice. Whenever under the provisions of this Agreement notice is required to be given, it shall be in writing and shall be deemed given when either served personally or mailed, certified mail, return receipt requested.

10.2 Entirety; Amendment. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements between the parties. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement, or any representation inducing the execution and delivery hereof, except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that it has relied on its own judgment in entering into the same. This Agreement may not be amended except in a writing signed by both parties.

10.3 Waiver. No waiver of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The waiver of any covenant, condition or

limitation herein contained, or of the breach thereof, shall not be construed as a waiver of any other covenant, condition, limitation or breach, or a waiver of the same covenant, condition, limitation or breach in any other instance.

10.4 Assignment. Neither School nor Contractor shall have the right or the power to assign this Agreement nor any of the rights or obligations inuring to or imposed upon it under the terms of this Agreement, and any attempted or purported assignment shall be null and void and of no effect. The issuance or transfer of a controlling interest in the stock of Contractor shall be deemed an assignment of this Agreement, unless the transferee has been approved in advance by School. Notwithstanding the foregoing, School agrees and acknowledges that the Services shall be provided by a sub-contractor of Contractor.

10.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

10.6 Change of Law. Notwithstanding any other provision of this Agreement, if during the term hereof any change of law results in an adverse consequence, the parties agree to cooperate in making reasonable revisions to this Agreement in order to avoid such adverse consequence.

10.7 Governing Law. This Agreement shall be governed by the laws of the State of California without regard to choice of law principles.

10.8 Severability. Should any provision of this Agreement be found by any court to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof.

10.9 Incorporation by Reference. The background section of this Agreement and all Exhibits are expressly incorporated into the substantive provisions of this Agreement and shall be binding upon the parties hereto as if expressly contained in the body of this Agreement.

10.10 Survival. Paragraphs 8 and 9 shall survive any termination of this Agreement.

10.11 Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be heard by the state or federal courts having jurisdiction over such matters in the county in which the School is located.

10.12 Conflicts of Interest. Contractor shall not, during the term of this Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any employee or contractor of the School with the prior written consent of the School.

INTENDING TO BE CONTRACTUALLY BOUND, the parties hereto execute this Agreement on the date below signed.

“Contractor”

“School”

Christy Slayton
President
Telespeech Therapy, Inc.

JJ Elcano
Director of Student Support Services
Lakeside Union School District

Date

Date

**EXHIBIT A
CONTRACTOR CONFIRMATION LETTER**

School District: Lakeside Union School District
School Site: To Be Assigned
Dates Letter Covers: January 8, 2024 - June 7, 2024
Volume Demand: 30 Students
Weekly Hours Estimate: 22.5 Hours
Professional Fees: \$110.00 Per Hour
Administration Fees: 5% of all Professional Fees

INTENDING TO BE CONTRACTUALLY BOUND, the parties hereto execute this Agreement on the date below signed.

“Contractor”

“School”

Christy Slayton
President
Telespeech Therapy, Inc.

JJ Elcano
Director of Student Support Services
Lakeside Union School District

Date

Date

EXHIBIT B

- (i) School site administrator(s);
- (ii) Contact information of service providers and teachers, including email addresses, telephone numbers, and room numbers;
- (iii) IEP procedures including names and contact information of relevant staff;
- (iv) bell schedules;
- (v) Final copy of the school calendar for the academic year for each School site;
- (vi) Relevant information for case management housed in the documentation or case management system;
- (vii) Contact information for tele helpers for each School site;
- (viii) School hours for each School site (whether or not IEPs or special circumstances might require Contractor to provide the Services past contracted hours);
- (ix) Start and end dates for provision of the Services;
- (x) Site specific expectations for inclusion in Exhibit B

INTENDING TO BE CONTRACTUALLY BOUND, the parties hereto execute this Agreement on the date below signed.

“Contractor”

“School”

Christy Slayton
President
Telespeech Therapy, Inc.

JJ Elcano
Director of Student Support Services
Lakeside Union School District

Date

Date

Lakeside Union School District
14535 Old River Road
Bakersfield, CA 93311

**AMENDMENT TO INDEPENDENT CONTRACTOR
AGREEMENT FOR SPECIAL SERVICES**

**Agreement between Lakeside Union School District and Boys & Girls Clubs of Kern
County for the 2023/2024 School Year**

This Amendment to the Independent Contractor for Special Services Agreement (“Agreement”) with an entered into on date of August 1, 2023 between Boys & Girls Clubs of Kern County (“Contractor”) and Lakeside Union School District (“District”) shall be effective on the date this Amendment is fully executed by both parties.

The Agreement shall be amended as follows:

Section:

6. **Compensation.** The District agrees to pay the Contractor for Services rendered pursuant to this Agreement a total fee not to exceed Six Hundred Sixty Thousand Dollars (\$660,000) for the 2023-24 school year (“Total Compensation”). The Total Compensation shall be paid to the Contractor according to the following terms and conditions on the following dates:

**September 1, 2023 (\$165,000), December 1, 2023 (\$165,000)
February 1, 2024 (\$165,000), April 1, 2024 (\$165,000)**

8. **Staffing.** The Contractor shall hire, supervise, train and assign Fourteen (14) staff members to provide service under this Agreement as follows:
- Suburu Elementary School (8)
 - Lakeside School (6)

Except as specifically provided herein, the terms and conditions of the Agreement are hereby ratified and affirmed.

**Boys & Girls Clubs of Kern County
(CONTRACTOR)**

**Lakeside Union School District
(DISTRICT)**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Suburu Before/After school Program (150 Students)

Fees for Service

Morning Program (Monday - Friday 6:15 a.m. - 8:15 a.m.)

Afternoon Program (Monday - Friday Dismissal - 6:00 p.m.)

August 2023 - June 2023

Members	Monthly Rate	Months	Total
150	\$ 330.00	10	\$ 495,000.00

January 2024 - June 2024

Members	Monthly Rate	Months	Total
100	\$ 330.00	5	\$ 165,000.00

Total \$ 660,000.00